

CITY COUNCIL - PRE-MEETING 6:30 P.M. TO 7:00 P.M.

Natchitoches City Council will have a pre-council meeting beginning at 6:30 p.m. and ending at 7:00 p.m. to discuss any non-agenda items. The City Council meeting will begin promptly at 7:00 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings.

NATCHITOCHES CITY COUNCIL MEETING AUGUST 22, 2011 7:00 P.M.

A G E N D A

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF AUGUST 8, 2011**
5. **PROCLAMATION**
 - #084 McCain** Resolution Proclaiming Claude Thomas Pierre Metoyer Day (Accepting Janet Colson, Tracey Colson, Tony Vets)
 - #085 Morrow** Resolution Declaring National Alcohol and Drug Addiction Recovery Month
6. **BIDS – OPEN:**
 - #088 Payne** Resolution Authorizing the Mayor to Open the Bids for Potassium Permanganate, 25kg Containers Only, for the Water Treatment Plant
✓(Bid No. 0519)
Committee: Pat Jones, Edd Lee, Don Mims, Bryan Wimberly
 - #089 McCain** Resolution Authorizing the Mayor to Open the Bids for the Purchase of
✓Relay Panel and Meter Panel for St. Maurice Substation (Bid No. 0520)
Committee: Pat Jones, Edd Lee, Jack McCain, Bryan Wimberly
7. **BIDS - AWARD:**
 - #046 Nielsen** Ordinance Authorizing The Mayor To Award The Bid For Liquid
✓Chlorine For The Water Treatment Plant (Bid No. 0517)
Committee: Pat Jones, Edd Lee, Sylvia Morrow, Bryan Wimberly
 - #047 Morrow** Ordinance Authorizing the Mayor to Award the Bid for Bulk Hydrated
✓Lime for the Water Treatment Plant (Bid No. 0518)
Committee: Pat Jones, Edd Lee, Sylvia Morrow, Bryan Wimberly
8. **BIDS – ADVERTISE:**
 - #091 Payne** Resolution Authorizing The Mayor To Advertise And Accept Bids For
✓The 2011-2012 Street Rehabilitation Project (Bid No. 0513)
Committee: Pat Jones, Edd Lee, Don Mims, Mike Braxton, Randal Smoak
 - #092 Nielsen** Resolution Authorizing The Mayor To Advertise And Accept Bids For
The Ducournau Paving And Drainage Project (Bid No. 0522)
Committee: Pat Jones, Edd Lee, Don Mims, Mike Braxton, Randal Smoak
9. **ORDINANCES – INTRODUCTION:**
 - #045 Morrow** Ordinance Revoking The Dedication Of That Portion Of Simmons Alley
Between Its Intersection With Powell Street On The East And Mayfield
Street On The West, Declaring That Said Portion Of Alley Is Abandoned
And The Dedication Revoked, Retaining An Easement Across The Former
Alley For Public Utility Purposes, Providing For An Effective Date Of
The Ordinance, And Savings Clause

#048 Payne Ordinance Authorizing The City To Sell One Three-Phase Kuhlman Power Transformer Located At The Dixie Street Substation To Belyea Company, Inc., Setting The Terms And Conditions Of Same, And Authorizing The Execution Of The Act Of Sale By The Mayor, Wayne McCullen, After Due Compliance With The Law, And Further Providing For Advertising Of The Sale And An Effective Date

10. **FINANCIAL REPORT** Pat Jones, Finance Director

11. **RESOLUTIONS:**

#086 McCain Resolution Authorizing the Mayor to Execute Corrected Change Order No. 2 to the Agreement between the City of Natchitoches and Regional Construction, LLC for the Construction of the Events Center Parking Lot (Bid No. 0503)

#087 McCain Resolution Authorizing The Execution of the Substantial Completion (Revised) For the Renovations to the Events Center Parking Lot (Bid No. 0503)

#090 Nielsen Resolution Authorizing The Execution Of The Certificate Of Substantial Completion For The Gravity Sewer Replacement Near Louisiana Highway One By-Pass, City Of Natchitoches (City Bid No. 0494, Project No. CS221160-01)

#093 Payne Resolution Authorizing The Mayor To Execute Change Order No. 1 To The Contract Between The City Of Natchitoches And Regional Construction, LLC On The Street Improvements Project – FY 2010-2011 LCDBG Project (Wallenberg Drive To Mill Street) Bid No. 0512

12. **ANNOUNCEMENTS**

13. **ADJOURNMENT**

NOTICE TO THE PUBLIC

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.

If you wish to address the Council, please complete the "Request to Address City Council" form located on the entrance table.

PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, AUGUST 22, 2011, AT SEVEN O'CLOCK, (7:00) P.M.

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, August 22, 2011, at 7:00 p.m.

There were present: Mayor Pro Tempore Don Mims
Councilman Jack McCain
Councilwoman Sylvia Morrow
Councilman Larry Payne.

There were absent: Mayor Wayne McCullen
Councilman Dale Nielsen

Councilman at Large Don Mims said that Mayor McCullen is on vacation and that he would be presiding over the meeting. Mr. Mims then asked everyone to please remember the family of Mr. Bill Crews in their prayers.

Mayor Pro Tempore asked everyone to rise for the Invocation given by Mr. Michael Braxton, Director of Public Works, followed by the Pledge of Allegiance lead by Councilman Payne.

Mayor Pro Temp then called for the reading of the Minutes. Mr. McCain made a motion to dispense with the Reading of the Minutes and to approve the Minutes of August 8, 2011 and the motion was seconded by Mr. Payne. The roll call vote was as follows:

AYES: McCain, Payne, Morrow
NAYES: None
ABSENT: Nielsen
ABSTAIN: Mims

The following Resolution was Introduced by Mr. McCain and Seconded by Ms. Morrow as follows, to-wit:

RESOLUTION NO. 084 OF 2011

**PROCLAMATION DECLARING
CLAUDE THOMAS PIERRE METOYER DAY**

WHEREAS, on Saturday, October 8, 2011, the Natchitoches Chapter of the Sons of the American Revolution and the St. Denis Chapter of the Daughters of the American Revolution will place their markers on the grave of Claude Thomas Pierre Metoyer; and

WHEREAS, Claude Thomas Pierre Metoyer served with the Natchitoches Militia under Bernardo Galvez with the Spanish military; and

WHEREAS, members of the Louisiana militia are recognized as Patriots of the American Revolution for their invaluable support of the fledgling United States; and

WHEREAS, in George Washington's farewell to his officers, he toasted Spain for its assistance during the revolutionary war; and

WHEREAS, in 1784, the U. S. Congress cited General Galvez and the Spanish government for their aide during the Revolution; and

WHEREAS, the City of Natchitoches is privileged to honor the memory of the signing of the Constitution and the Americans, and particularly Claude Thomas Pierre Metoyer, who fought to uphold the duties and responsibilities of citizenship.

NOW, THEREFORE, I, Wayne McCullen, Mayor, and the Natchitoches City Council, do hereby proclaim October 8, 2011 as:

CLAUDE THOMAS PIERRE METOYER DAY

in the City of Natchitoches and encourage Federal, State, and local officials, as well as leaders of civic, social and educational organizations, to conduct ceremonies and programs that celebrate our Constitution and reaffirm our commitment as citizens of our great Nation and honor Claude Thomas Pierre Metoyer on this day.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	McCain, Morrow, Payne
NAYS:	None
ABSENT:	Nielsen
ABSTAIN:	Mims

THEREUPON, Mayor Pro Tempore Don Mims declared the Resolution passed by a vote of 3 Ayes to 0 Nays this the 22nd day of August, 2011.


DON MIMS, MAYOR PRO TEMPORE

Mr. McCain introduced Janet Colson, Tracey Colson and Tony Vets and presented them with the proclamation.

Mr. Tony Vets stated that he wanted to thank the Council for approving the resolution to honor Claude Thomas Pierre Metoyer. The Sons of the American Revolution and the Daughters of the American Revolution take great pride in marking graves of revolutionary war patriots and Natchitoches is privileged to have no less than six within the boundaries of Natchitoches Parish. There are five in American Cemetery and last year they honored them with a Resolution proclaiming the Prudhomme Day and he wanted to thank them for the proclamation and looks forward to making several succession grave markings in the future.

Ms. Tracey Colson, PR/Marketing Director for the Creole Heritage Center thanked Tony Vets for all of his work. She stated that the Creole Heritage Center will be having their 2011 I Creole Forum and Celebration on October 7th, at Northwestern State University in the Student Union.

The following Resolution was Introduced by Ms. Morrow and Seconded by Mr. Payne as follows, to-wit:

RESOLUTION NO. 085 OF 2011

**PROCLAMATION DECLARING NATIONAL
ALCOHOL AND DRUG ADDICTION RECOVERY MONTH**

WHEREAS, behavioral health is an essential part of health and one's overall wellness, and prevention works, treatment is effective, and people can and do recover from substance use and mental disorders; and

WHEREAS, all people have the fundamental and inherent value to be accepted and treated with respect, human dignity, and worth; and

WHEREAS, individuals should have access to fully participate in community life including economic advancement and prosperity; fair and decent housing; quality education; positive opportunities to benefit from and contribute to material, cultural, and social progress; and

WHEREAS, it is critical to educate our policymakers, friends and family members, health care providers, and businesses that substance use and mental disorders are treatable, and that people should seek assistance for these conditions, with the same urgency as they would any other health condition; and

WHEREAS, all Americans have the opportunity to access provisions within the Affordable Care Act and Mental Health Parity and Addictions Equity Act (MHPAEA), aimed to improve physical and emotional health while ensuring people will receive the care they need at a more reasonable cost; and

WHEREAS, substance use and mental disorders are serious public health problems. In 2009, 4.3 million people received treatment for a substance use disorder and 30.2 million people for a mental health problem (*2009 National Survey on Drug Use and Health*), we must continue to reach the millions more who need help; and

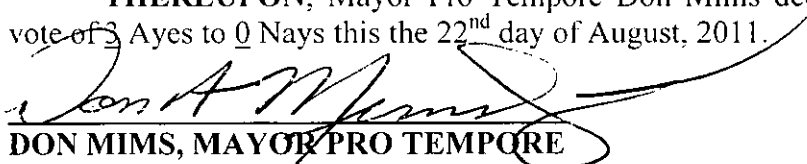
WHEREAS, to help more people achieve long-term recovery, and learn how recovery positively benefits the Nation's overall well-being, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), and the City of Natchitoches invite all residents of Natchitoches to participate in *National Recovery Month: Prevention Works, Treatment is Effective, People Recover (Recovery Month)*; and

NOW, THEREFORE, I, Mayor Wayne McCullen, by virtue of the authority vested in me by the laws of the City of Natchitoches, do hereby proclaim the month of September 2011 as *National Recovery Month: Prevention Works, Treatment is Effective, People Recover* in Natchitoches and call our citizens to observe this month with appropriate programs, activities, and ceremonies supporting this year's theme, "*Join the Voices for Recovery: Recovery Benefits Everyone.*"

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Morrow, Payne, McCain
NAYS:	None
ABSENT:	Nielsen
ABSTAIN:	Mims

THEREUPON, Mayor Pro Tempore Don Mims declared the Resolution passed by a vote of 3 Ayes to 0 Nays this the 22nd day of August, 2011.


DON MIMS, MAYOR PRO TEMPORE

Councilwoman Morrow introduced Ms. Bradley and awarded her with the proclamation.

Ms. Bradley stated she appreciated their support and there is a continuous need to be able to address the issues and make sure that continuous care is made available to those individuals that are suffering from alcohol and various forms of addiction. She stated that the dangers of second hand smoke continue to be an issue in the communities and on behalf of the Louisiana Campaign for Tobacco Free Living appreciates the continued support.

The following Resolution was Introduced by Mr. Payne and Seconded by Mr. McCain as follows, to-wit:

RESOLUTION NO. 088 OF 2011

**A RESOLUTION AUTHORIZING THE MAYOR TO OPEN THE
BIDS FOR POTASSIUM PERMANGANATE, 25kg CONTAINERS ONLY,
FOR THE WATER TREATMENT PLANT**

(BID NO. 0519)

WHEREAS, by Resolution No. 074 of 2011 the Mayor was authorized to advertise for bids for the purchase of potassium permanganate, 25kg only, for the Water Treatment Plant (Bid No. 0519).

WHEREAS, this bid was advertised in the *Natchitoches Times* on July 29 and August 5, 2011 in accordance with law; and

WHEREAS, the City wishes to open the bids for the potassium permanganate, 25kg containers only, for the Water Treatment Plant (Bid No. 0519); and

WHEREAS, the following committee members were appointed to review the bids received and make a recommendation: Pat Jones, Edd Lee, Don Mims, and Bryan Wimberly.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Mayor Wayne McCullen be and is hereby authorized, empowered and directed to open the bids for the potassium permanganate, 25kg containers only, for the Water Treatment Plant (Bid No. 0517).

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, McCain, Morrow
NAYS:	None
ABSENT:	Nielsen
ABSTAIN:	Mims

THEREUPON, Mayor Pro Tempore Don Mims declared the Resolution passed by a vote of 3 Ayes to 0 Nays this the 22nd day of August, 2011.


DON MIMS, MAYOR PRO TEMPORE

Mr. Payne opened the bids for potassium permanganate, 25KG containers only, for the water treatment plant, bid 0519, as follows:

- | | | |
|----|--|-------------------------------------|
| 1) | Thatcher Chemicals
Florida | No bid |
| 2) | Winnfield Solutions, LLC
Ville Platte, Louisiana | \$3.80/pound (10 kg container only) |
| 3) | American International Chemical
Birmingham, Minnesota | \$2.06/pound (25 kg only) |
| 4) | F2 Industries, LLC
Tennessee | \$2.09/pound (25 kg only) |
| 5) | Harcross
Shreveport, Louisiana | \$2.95/pound (25 kg only) |
| 6) | Marubeni Specialty Chemicals
Tampa, Florida | \$2.19/pound (25 kg only) |

A committee was appointed to evaluate the bids and report back at the next Council meeting.

Mr. Pat Jones, Director of Finance
Mr. Edd Lee, Director of Purchasing
Councilman-At-Large, Don Mims
Bryan Wimberly, Utility Director

The following Resolution was Introduced by Mr. McCain and Seconded by Ms. Morrow as follows, to-wit:

RESOLUTION NO. 089 OF 2011

**A RESOLUTION AUTHORIZING THE MAYOR TO
OPEN THE BIDS FOR THE PURCHASE OF RELAY PANEL
AND METER PANEL FOR ST. MAURICE SUBSTATION**

(BID NO. 0520)

WHEREAS, by Resolution No. 075 of 2011 the Mayor was authorized to advertise for bids for the purchase of relay panel and meter panel for the St. Maurice Substation (Bid No. 0520).

WHEREAS, this bid was advertised in the *Natchitoches Times* on July 29 and August 5, 2011 in accordance with law; and

WHEREAS, the City wishes to open the bids for relay panel and meter panel for the St. Maurice Substation (Bid No. 0520); and

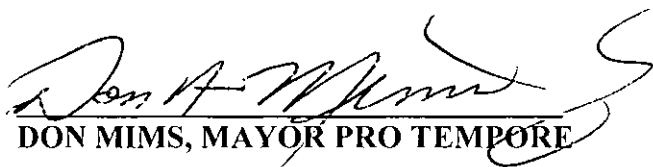
WHEREAS, the following committee members were appointed to review the bids received and make a recommendation: Pat Jones, Edd Lee, Jack McCain, and Bryan Wimberly.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Mayor Wayne McCullen be and is hereby authorized, empowered and directed to open the bids for the purchase of relay panel and meter panel for the St. Maurice Substation (Bid No. 0520).

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	McCain, Morrow, Payne
NAYS:	None
ABSENT:	Nielsen
ABSTAIN:	Mims

THEREUPON, Mayor Pro Tempore declared the Resolution passed by a vote of 3 Ayes to 0 Nays this the 22nd day of August, 2011.


DON MIMS, MAYOR PRO TEMPORE

Mr. McCain opened the bids for the purchase of relay panel and meter panel for the St. Maurice Substation, Bid 0519, as follows:

- | | | |
|----|--|-------------|
| 1) | Birmingham Control Systems Inc.
Birmingham, Alabama | \$44,495.00 |
| 2) | Harlow Corporation
Grandville, Michigan | \$43,063.00 |

A committee was appointed to evaluate the bids and report back at the next Council meeting.

Mr. Pat Jones, Director of Finance
Mr. Edd Lee, Director of Purchasing
Councilman Jack McCain
Bryan Wimberly

The following Ordinance was Introduced by Ms. Morrow and Seconded by Mr. McCain as follows, to-wit:

ORDINANCE NO. 046 OF 2011

**ORDINANCE AUTHORIZING THE MAYOR OF THE CITY
OF NATCHITOCHES TO AWARD THE BID FOR THE PURCHASE
OF LIQUID CHLORINE FOR THE WATER TREATMENT PLANT**

(BID NO. 0517)

WHEREAS, Resolution No. 077 of 2011 was passed by the Natchitoches City Council on August 8, 2011 authorizing the Mayor to open bids for the purchase of 75 tons of liquid chlorine for the Water Treatment Plant, Bid No. 0517; and

WHEREAS, three bid proposals were received and opened as follows:

- (1) DPC Enterprises, LP
Reserve, LA \$620.00/ton
- (2) Altivia Corporation
Houston, TX..... \$545.00/ton
- (3) Harcros Chemicals
Shreveport, LA..... submitted a "no bid"

WHEREAS, on August 11, 2011, the appointed committee members, Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Bryan Wimberly, Director of Utilities, Councilwoman Sylvia Morrow, reviewed the bids received; and

WHEREAS, the above appointed committee members were unanimous in its decision to award the bid to the lowest bidder, **Altivia Corporation** of Houston, Texas in the amount of **\$545.00 per ton**.

NOW, THEREFORE, BE IT ORDAINED that the Honorable Wayne McCullen, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

The above Ordinance having been duly advertised in accordance with law and a public hearing had on same, was put to a vote and the vote was recorded as follows:

AYES: Morrow, McCain, Payne
NAYS: None
ABSENT: Nielsen
ABSTAIN: Mims

THEREUPON, the Mayor Pro Tempore, Don Mims, declared the Ordinance **PASSED** this 22nd day of August, 2011 by a vote of 3 ayes to 0 nays.


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 23rd day of August, 2011 at 10:00 A.M.



CITY OF NATCHITOCHES

Oldest Settlement in the Louisiana Purchase

OFFICE OF PURCHASING

Wayne McCullen
Mayor

Don Mims, Jr.
Councilman At Large

August 11, 2011

Jack McCain, Jr.
Councilman
District 1

Mayor Wayne McCullen

Dale Nielsen
Councilman
District 2

City Hall

Natchitoches, LA 71457

Sylvia Morrow
Councilwoman
District 3

Dear Mayor McCullen;

Larry Payne
Councilman
District 4

The appointed committee of Pat Jones, Edd Lee, Sylvia Morrow and Bryan Wimberly has reviewed three proposals for bid number 0517, for the purchase of 75 tons liquid chlorine.

The committee was unanimous in its decision to award the bid to the lowest bidder, Altivia Corporation, Houston, TX in the amount of \$545.00 per ton. The other bidder was DPC Enterprises of Reserve, LA, in the amount of \$620.00 per ton. Harcros Chemicals of Shreveport, LA submitted a "no bid".

All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.

The committee requests ratification of this award at the next meeting of the City Council.

Very truly yours,

Pat Jones

Director of Finance

Bryan Wimberly

Director of Utilities

Edd Lee

Director of Purchasing

Sylvia Morrow

Councilwoman Dist 3

The following Ordinance was Introduced by Ms. Morrow and Seconded by Mr. Payne as follows, to-wit:

ORDINANCE NO. 047 OF 2011

**ORDINANCE AUTHORIZING THE MAYOR OF THE CITY
OF NATCHITOCHES TO AWARD THE BID FOR THE PURCHASE
OF HYDRATED LIME FOR THE WATER TREATMENT PLANT**

(BID NO. 0518)

WHEREAS, Resolution No. 078 of 2011 was passed by the Natchitoches City Council on August 8, 2011 authorizing the Mayor to open bids for the purchase of 125 tons of bulk hydrated lime for the Water Treatment Plant, Bid No. 0518; and

WHEREAS, six bid proposals were received and opened as follows:

- (4) U. S. Lime Company
Shreveport, LA..... \$145.34/ton
- (5) Texas Lime Co.
Dallas, TX..... \$153.65/ton
- (6) Industrial Chemicals
Birmingham, AL..... \$235.00/ton
- (7) Carmeuse Lime submitted a "no bid"
- (8) Unimin Southern Lime submitted a "no bid"
- (9) Harcros..... submitted a "no bid"

WHEREAS, on August 11, 2011, the appointed committee members, Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Bryan Wimberly, Director of Utilities, Councilwoman Sylvia Morrow, reviewed the bids received; and

WHEREAS, the above appointed committee members were unanimous in its decision to award the bid to the lowest bidder, **U. S. Lime Company** of Shreveport, LA in the amount of **\$145.34 per ton**.

NOW, THEREFORE, BE IT ORDAINED that the Honorable Wayne McCullen, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

The above Ordinance having been duly advertised in accordance with law and a public hearing had on same, was put to a vote and the vote was recorded as follows:

AYES: Morrow, Payne, McCain
NAYS: None
ABSENT: Nielsen
ABSTAIN: Mims

THEREUPON, the Mayor Pro Tempore, Don Mims, declared the Ordinance **PASSED** this 22nd day of August, 2011 by a vote of 3 ayes to 0 nays.


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 23rd day of August, 2011 at 10:00 A.M.



CITY OF NATCHITOCHES

Oldest Settlement in the Louisiana Purchase

OFFICE OF PURCHASING

Wayne McCullen
Mayor

August 11, 2011

Don Mims, Jr.
Councilman At Large

Jack McCain, Jr.
Councilman
District 1

**Mayor Wayne McCullen
City Hall**

Dale Nielsen
Councilman
District 2

Natchitoches, LA 71457

Sylvia Morrow
Councilwoman
District 3

Dear Mayor McCullen;

Larry Payne
Councilman
District 4

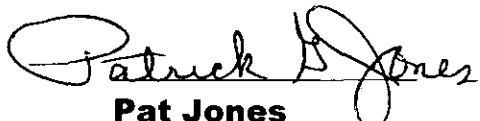
The appointed committee of Pat Jones, Edd Lee, Sylvia Morrow and Bryan Wimberly has reviewed six bid proposals for bid number 0518, for the purchase of 125 tons bulk hydrated lime.

The committee was unanimous in its decision to award the bid to the lowest bidder, U. S. Lime Company, Shreveport, LA, in the amount of \$145.34 per ton. The other bids received were from Texas Lime Co., from Dallas, TX, in the amount of \$153.65 per ton and Industrial Chemicals, Birmingham, AL in the amount of \$235.00 per ton. Carmeuse Lime, Unimin Southern Lime and Harcros submitted a "no bid".

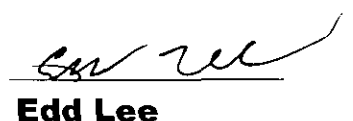
All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.

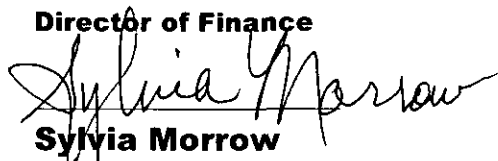
We request ratification of this award at the next meeting of the City Council.

Very truly yours,


Pat Jones
Director of Finance


Bryan Wimberly
Director of Utilities


Edd Lee
Director of Purchasing


Sylvia Morrow
Councilwoman Dist 3

The following Resolution was Introduced by Mr. Payne and Seconded by Ms. Morrow as follows, to-wit:

RESOLUTION NO. 091 OF 2011

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE
AND ACCEPT BIDS FOR THE 2011-2012 STREET REHABILITATION PROJECT**

(BID NO. 0513)

WHEREAS, the City wishes to advertise for public bids for the 2011-2012 Street Rehabilitation Project (Bid No. 0513).

WHEREAS, sealed proposals shall be addressed to the City of Natchitoches, Office of the Director of Purchasing, P. O. Box 37, Natchitoches, Louisiana 71457 or received at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana;

WHEREAS, the City of Natchitoches will accept sealed bids for the project until 4:00 P.M. on Monday, September 26, 2011 at the office of the Director of Purchasing, 1400 Sabine Street; and

WHEREAS, bids will be publicly opened and read aloud at the regularly scheduled City Council meeting at 7:00 P.M. on Monday, September 26, 2011 held at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana; and

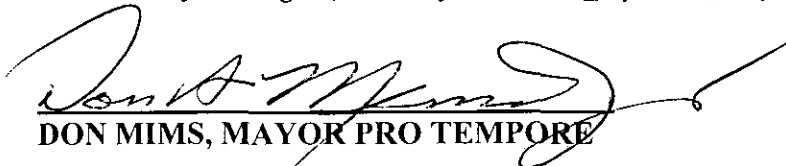
WHEREAS, upon receipt of proposals, the committee members consisting of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman-at-Large; Mike Braxton Director of Public Works; and Randal Smoak, Engineer with Cothren, Graff, Smoak Engineers, are to review and make a recommendation of the bids received.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Wayne McCullen, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

This Resolution was then presented for a vote and the vote was recorded as follows:

AYES:	Payne, Morrow, McCain
NAYS:	None
ABSENT:	Nielsen
ABSTAIN:	Mims

THEREUPON, the Mayor Pro Tempore, Don Mims, declared the Resolution **PASSED** this 22nd day of August, 2011 by a vote of 3 ayes to 0 nays.


DON MIMS, MAYOR PRO TEMPORE

ADVERTISEMENT FOR BIDS

Sealed proposals shall be addressed to the City of Natchitoches, Office of the Director of Purchasing, P. O. Box 37, Natchitoches, Louisiana 71457, or received at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana for the **FY 2011-2012 Street Rehabilitation Project (Bid No. 0513)** as described in the Specifications and Drawings. The Contractor Classification for this project is **Highway, Street, Bridge Construction**.

The City of Natchitoches will accept sealed bids for the project until **4:00 P.M. on MONDAY, SEPTEMBER 26TH, 2011** at the office of the Director of Purchasing, 1400 Sabine Street. All bids shall be plainly marked "**SEALED BID No. 0513 – FY 2011-2012 STREET REHABILITATION PROJECT.**" Any bid received after closing time will be returned unopened. Bids will be publicly opened and read aloud this same date at the 7:00 P.M. regularly scheduled City Council Meeting at the Natchitoches City Hall, 716 Second Street, Natchitoches, Louisiana.

If a NONRESIDENT CONTRACTOR bidding on public work in the State of Louisiana is domiciled in a state that provides a percentage preference in favor of CONTRACTORS for the same type work, then every Louisiana resident CONTRACTOR shall be granted the same preference over CONTRACTORS domiciled therein whenever the NONRESIDENT CONTRACTOR bids on public work in Louisiana (LA RS 38:2225). A CONTRACTOR who is a NONRESIDENT of the State of Louisiana must attach a copy of their State's law concerning preferential treatment and their State's percentage of bid preference. This information shall accompany CONTRACTOR'S bid proposal.

When a participating political subdivision lets a contract for a public works project that is to be administered by or paid for, in whole or in part, by said political subdivision's funds, the governing authority of the political subdivision may require, as a condition of letting the contract, that not less than eighty percent (80%) of the persons employed in fulfilling that contract be residents of the State of Louisiana (LA RS 38:2225).

Copies of the Specifications and Contract Documents are on file and open to public inspection at the City of Natchitoches, Office of the Director of Purchasing, 1400 Sabine Street, Natchitoches, Louisiana 71457.

A set of plans and specifications may be obtained from the ENGINEER - COTHREN, GRAFF, SMOAK ENGINEERING, INC., 112 Horn Street, Natchitoches, Louisiana 71457 or 6305 Westport Avenue, Shreveport, Louisiana 71129, upon receipt of payment in the amount of **FORTY DOLLARS (\$40.00)** per set. Checks should be made payable to CGS ENGINEERING, INC.

Bids will be accepted only from bidders who obtained bid documents from Cothren, Graff, Smoak Engineering, Inc.

Deposits on the first set of documents furnished bona fide prime bidders will be fully refunded upon return of the documents no later than ten days after receipt of bids. On other sets of documents furnished to bidders, the amount of 0 DOLLARS (\$ 0) (the deposit less the actual cost of reproduction) will be refunded upon return of the documents no later than ten days after receipt of bids. No refund will be made to non-bidders or sub-bidders.

Each bidder must deposit with his/her bid, security in the amount, for and subject to the conditions provided in the *Information for Bidders*. Sureties used for obtaining bonds must appear as acceptable on the Department of Treasury Circular 570.

The City of Natchitoches reserves the right to reject any or all bids.

CITY OF NATCHITOCHES

By: /s/ H. Wayne McCullen
Title: Mayor

PUBLISH:

August 26, 2011

September 1, 2011

September 9, 2011

* * * * *

The following Resolution was Introduced by Mr. Payne and Seconded by Mr. McCain as follows, to-wit:

RESOLUTION NO. 092 OF 2011

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE
AND ACCEPT BIDS FOR THE DUCOURNAU PAVING AND DRAINAGE PROJECT**

(BID NO. 0522)

WHEREAS, the City wishes to advertise for public bids for the Ducournau Paving and Drainage Project (Bid No. 0522).

WHEREAS, sealed proposals shall be addressed to the City of Natchitoches, Office of the Director of Purchasing, P. O. Box 37, Natchitoches, Louisiana 71457 or received at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana;

WHEREAS, the City of Natchitoches will accept sealed bids for the project until 4:00 P.M. on Monday, September 26, 2011 at the office of the Director of Purchasing, 1400 Sabine Street; and

WHEREAS, bids will be publicly opened and read aloud at the regularly scheduled City Council meeting at 7:00 P.M. on Monday, September 26, 2011 held at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana; and

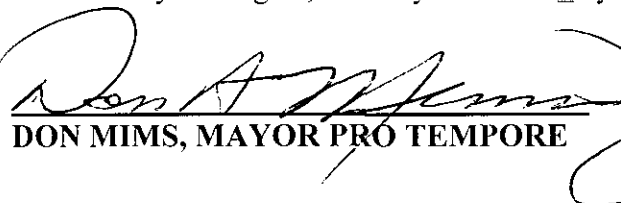
WHEREAS, upon receipt of proposals, the committee members consisting of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman-at-Large; Mike Braxton Director of Public Works; and Randal Smoak, Engineer with Cothren, Graff, Smoak Engineers, are to review and make a recommendation of the bids received.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Wayne McCullen, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

This Resolution was then presented for a vote and the vote was recorded as follows:

AYES:	Payne, McCain, Morrow
NAYS:	None
ABSENT:	Nielsen
ABSTAIN:	Mims

THEREUPON, the Mayor Pro Tempore, Don Mims, declared the Resolution **PASSED** this 22nd day of August, 2011 by a vote of 3 ayes to 0 nays.


DON MIMS, MAYOR PRO TEMPORE

ADVERTISEMENT FOR BIDS

Sealed proposals shall be addressed to the City of Natchitoches, Office of the Director of Purchasing, P. O. Box 37, Natchitoches, Louisiana 71457, or received at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana for the **Ducournau Paving and Drainage Project (Bid No. 0522)** as described in the Specifications and Drawings. The Contractor Classification for this project is **Highway, Street, Bridge Construction**.

The City of Natchitoches will accept sealed bids for the project until **4:00 P.M. on MONDAY, SEPTEMBER 26TH, 2011** at the office of the Director of Purchasing, 1400 Sabine Street. All bids shall be plainly marked "**SEALED BID No. 0522 – DUCOURNAU PAVING AND DRAINAGE PROJECT.**" Any bid received after closing time will be returned unopened. Bids will be publicly opened and read aloud this same date at the 7:00 P.M. regularly scheduled City Council Meeting at the Natchitoches City Hall, 716 Second Street, Natchitoches, Louisiana.

If a NONRESIDENT CONTRACTOR bidding on public work in the State of Louisiana is domiciled in a state that provides a percentage preference in favor of CONTRACTORS for the same type work, then every Louisiana resident CONTRACTOR shall be granted the same preference over CONTRACTORS domiciled therein whenever the NONRESIDENT CONTRACTOR bids on public work in Louisiana (LA RS 38:2225). A CONTRACTOR who is a NONRESIDENT of the State of Louisiana must attach a copy of their State's law concerning preferential treatment and their State's percentage of bid preference. This information shall accompany CONTRACTOR'S bid proposal.

When a participating political subdivision lets a contract for a public works project that is to be administered by or paid for, in whole or in part, by said political subdivision's funds, the governing authority of the political subdivision may require, as a condition of letting the contract, that not less than eighty percent (80%) of the persons employed in fulfilling that contract be residents of the State of Louisiana (LA RS 38:2225).

Copies of the Specifications and Contract Documents are on file and open to public inspection at the City of Natchitoches, Office of the Director of Purchasing, 1400 Sabine Street, Natchitoches, Louisiana 71457.

A set of plans and specifications may be obtained from the ENGINEER - COTHREN, GRAFF, SMOAK ENGINEERING, INC., 112 Horn Street, Natchitoches, Louisiana 71457, or 6305 Westport Avenue, Shreveport, LA 71129 upon receipt of payment in the amount of **SIXTY DOLLARS (\$60.00)** per set. Checks should be made payable to CGS ENGINEERING, INC.

Bids will be accepted only from bidders who obtained bid documents from Cothren, Graff, Smoak Engineering, Inc.

Deposits on the first set of documents furnished bona fide prime bidders will be fully refunded upon return of the documents no later than ten days after receipt of bids. On other sets of documents furnished to bidders, the amount of 0 DOLLARS (\$ 0) (the deposit less the actual cost of reproduction) will be refunded upon return of the documents no later than ten days after receipt of bids. No refund will be made to non-bidders or sub-bidders.

Each bidder must deposit with his/her bid, security in the amount, for and subject to the conditions provided in the *Information for Bidders*. Sureties used for obtaining bonds must appear as acceptable on the Department of Treasury Circular 570.

The City of Natchitoches reserves the right to reject any or all bids.

CITY OF NATCHITOCHES

By: /s/ H. Wayne McCullen
Title: Mayor

PUBLISH:

August 26, 2011

September 1, 2011

September 9, 2011

* * * * *

ORDINANCE NO. 045 OF 2011

AN ORDINANCE REVOKING THE DEDICATION OF THAT PORTION OF SIMMONS ALLEY BETWEEN ITS INTERSECTION WITH POWELL STREET ON THE EAST AND MAYFIELD STREET ON THE WEST, DECLARING THAT SAID PORTION OF ALLEY IS ABANDONED AND THE DEDICATION REVOKED, RETAINING AN EASEMENT ACROSS THE FORMER ALLEY FOR PUBLIC UTILITY PURPOSES, PROVIDING FOR AN EFFECTIVE DATE OF THE ORDINANCE, AND SAVINGS CLAUSE

WHEREAS, the application has been made to the City of Natchitoches by Henry Johnson, Jr., Willie Mae Gay, Mary Gay Conley, Joseph Besant, Vincent Coefield, Josephine Coefield Stephens and Edward Coefield, requesting the revocation of the dedication of a portion of an alley known as Simmons Alley, but limited to that portion of Simmons Alley which is bounded on the East by Powell Street and on the West by its intersection with Mayfield Street, and which said portion of alley is bounded on the North by property owned by Vincent Coefield, Josephine Coefield Stephens, Edward Coefield and Willie Mae Gay and on the South by property owned by Joseph Besant and Henry Johnson, Jr., and

WHEREAS FURTHER, a copy of the assessor's map of the City of Natchitoches which depicts Simmons Alley and its surroundings has been provided to the City, which said map depicts the area in question; and

WHEREAS FURTHER, that portion of the right of way of Simmons Alley to be abandoned is more fully described as follows, to-wit:

From the Southwest corner of the intersection of Powell Street and Simmons Alley thence West along the southern right of way of Simmons Alley and the northern property lines of property owned by Joseph Besant and Henry Johnson, Jr. to the eastern right of way of Mayfield Street; thence northerly to the northern right of way of Simmons Alley; thence easterly along the northern right of way of Simmons Alley and the southern property lines of property owned by Willie Mae Gay and Vincent Coefield, Josephine Coefield Stephens and Edward Coefield to the Northwest corner of the intersection of Simmons Alley and Powell Street; thence southerly along the western right of way of Powell Street to the Southwest corner of the intersection of Simmons Alley and Powell Street, being the point of beginning.

WHEREAS FURTHER, the City has made an examination of the matter and has determined that this portion of Simmons Alley is not used by the public, has not been used by the public for many, many years, and is not needed by the public for anything other than a right-of-way for public utility purposes which may be placed in the future, and

WHEREAS FURTHER, the City Council is of the opinion that the property will not be needed for any public purposes in the foreseeable future; and

WHEREAS FURTHER, the said portion of Simmons Alley which will be abandoned is not paved and has no value to anyone except the adjoining property owners; and

WHEREAS FURTHER, the said portion of Simmons Alley above described is not being used for public access and the City Council is of the opinion that the said portion of Simmons Alley, above described, should be abandoned and the dedication revoked.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, in legal session convened as follows:

SECTION I: That all of that portion of Simmons Alley between its intersection with Mayfield Street and Powell Street, and which said portion of Adams Street is further described as being bounded on the North by property of Willie Mae Gay and Vincent Coefield, Josephine Coefield Stephens and Edward Coefield, on the East by Powell Street, on the South by property of Joseph Besant and Henry Johnson, Jr. and on the West by the intersection of Simmons Alley and Mayfield Street, is hereby declared to be abandoned and no longer needed for public purposes whatsoever, and it is further declared that said portion of Simmons Alley has not been used by the public and there is no necessity for its use by the public in the foreseeable future.

SECTION II: That the portion of Simmons Alley to be abandoned is more fully described as follows, to-wit:

From the Southwest corner of the intersection of Powell Street and Simmons Alley thence West along the southern right of way of Simmons Alley and the northern property lines of property owned by Joseph Besant and Henry Johnson, Jr. to the eastern right of way of Mayfield Street; thence northerly to the northern right of way of Simmons Alley; thence easterly along the northern right of way of Simmons Alley and the southern property lines of property owned by Willie Mae Gay and Vincent Coefield, Josephine Coefield Stephens and Edward Coefield to the Northwest corner of the intersection of Simmons Alley and Powell Street; thence southerly along the western right of way of Powell Street to the Southwest corner of the intersection of Simmons Alley and Powell Street, being the point of beginning.

SECTION III: That portion of Simmons Alley above described is hereby declared to be abandoned and insofar as same may have been dedicated as a public way, said dedication is hereby declared revoked.

SECTION IV: Under the provisions of Louisiana Revised Statutes 48:701, the City Council declares that the soil embracing the former right-of-way of the above described portion of Simmons Alley shall, and does hereby revert to the present owners of the land contiguous thereto, in accordance with law, but subject to the following utility easement which is retained by the City.

SECTION V: It is understood that this Revocation applies only to the portion of Simmons Alley above described and the City specifically retains a permanent utility easement as described in the following section.

SECTION VI: The City of Natchitoches hereby retains a permanent easement over that portion of Simmons Alley hereinabove described, for all public utility purposes.

SECTION VII: That a copy of this Ordinance be recorded in the Conveyance Records of Natchitoches Parish, Louisiana.

SECTION VIII: That all other Ordinances or parts of Ordinances in conflict are hereby revoked.

SECTION IX: This Ordinance shall take effect after publication in accordance with law.

SECTION X: That if any portion of this Ordinance is declared to be invalid or unconstitutional in any manner, the invalidity shall be limited to that particular section or provision and shall not affect the remaining portions of the Ordinance which shall remain valid and enforceable, it being the intention of the City Council that each separate provision shall be deemed independent of all other provision herein.

This Ordinance was introduced on the 8th day of August, 2011, at a regular meeting of the City Council.

ORDINANCE NO. 048 OF 2011

AN ORDINANCE AUTHORIZING THE CITY TO SELL ONE THREE-PHASE KUHLMAN POWER TRANSFORMER LOCATED AT THE DIXIE STREET SUBSTATION TO BELYEA COMPANY, INC., SETTING THE TERMS AND CONDITIONS OF SAME, AND AUTHORIZING THE EXECUTION OF THE ACT OF SALE BY THE MAYOR, WAYNE MCCULLEN, AFTER DUE COMPLIANCE WITH THE LAW, AND FURTHER PROVIDING FOR ADVERTISING OF THE SALE AND AN EFFECTIVE DATE

WHEREAS, the City of Natchitoches (City) is the owner of one three-phase Kuhlman power transformer 67000Y-13800 volts and 24.0 MVA, bearing serial number 312313-01, which is located at the Dixie Street substation, which said equipment will sometimes hereinafter be referred to as "Transformer"; and

WHEREAS FURTHER, the Transformer is currently not in use; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion and does find that the Transformer is not in use and is not needed for any public purpose and the City Council of the City of Natchitoches does hereby declare the Transformer to be surplus property; and

WHEREAS FURTHER, the City of Natchitoches has received an offer from Belyea Company, Inc., to purchase the Transformer for the sum and price of \$100,000.00; and

WHEREAS FURTHER, after reviewing the offer by Belyea Company, Inc., the Director of Utilities and the Director of Purchasing recommend that the City accept the proposal received from Belyea Company, Inc.; and

WHEREAS FURTHER, under the terms of the sale, Belyea Company, Inc. will pay the City the sum of \$100,000.00, for those items identified above, and will remove the items at the expense of Belyea Company, Inc.; and

WHEREAS FURTHER, the sale will be an "as is" sale with no representation or warranty as to the condition of the items sold to Belyea Company, Inc.; and

WHEREAS FURTHER, the City desires to convey the surplus Transformer described above to Belyea Company, Inc., for the sum and price of \$100,000.00, and under the terms more fully set forth above; and

WHEREAS FURTHER, under the provisions of Louisiana R. S. 33:4712, any property owned by the City can be sold to any person after due advertisement and compliance with the law; and

NOW THEREFORE, BE IT ORDAINED by the City Council in legal session convened as follows:

(1) That the City takes cognizance of finds and declares that the Transformer is surplus property not needed for any public purpose.

(2) That after due proceedings and advertisement, the said City does sell the Transformer to Belyea Company, Inc. for the sum and price of \$100,000.00, all under the terms more fully set forth above.

(3) That notice of this proposed Ordinance be published three (3) times in fifteen (15) days, one (1) week apart, in the *Natchitoches Times*, the legal journal for the City, and that Ordinance be posted in the City Hall.

(4) That any opposition to this Ordinance shall be made in writing, filed with the Clerk for the City of Natchitoches within fifteen (15) days after posting of the above notice or the first publication of this Ordinance, and that a public hearing be held after the advertisements have been completed.

(5) That the Mayor, Wayne McCullen, be and he is hereby authorized, after due proceedings had, and after the legal delays have run, to execute a bill of sale or other documents necessary to convey the Transformer to Belyea Company, Inc. for the consideration of \$100,000.00 under the terms and conditions set forth above.

(6) That the City Clerk be authorized to advertise this proposed sale in accordance with law, i.e., three times in fifteen days, one week apart and to report to the City Council if any opposition is made in writing prior to the time of final adoption.

THIS ORDINANCE was introduced on this the 22nd day of August, 2011.

CONVEYANCE OF TRANSFORMER

THIS AGREEMENT is made as of the day of , 2011 between Belyea Company, Inc., (the "Purchaser") and the CITY OF NATCHITOCHES, represented herein by Wayne McCullen, Mayor, pursuant to the authority granted by Ordinance of 2011 (the "Seller").

WHEREAS, the Seller owns equipment, which listed in the attached Schedule A (the "Transformer"); and

WHEREAS the Purchaser desires to purchase from the Seller, and the Seller desires to sell, transfer and assign to the Purchaser, the Transformer, upon the terms and conditions below;

THEREFORE in consideration of the covenants, agreements, warranties and payments set forth, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Purchaser and the Seller agree as follows:

1. INTERPRETATION

1.1 Definitions. Whenever used in this Agreement, in addition to the words or phrases defined elsewhere in this Agreement, the following words and phrases shall have the meanings:

"Agreement" means this Conveyance of Transformer and all Schedules attached hereto, as amended, supplemented, restated or modified from time to time; and the expressions "Section" or "Subsection" followed by a number mean and refer to the specified section or subsection of this Agreement.

"Closing" means the completion of the sale to and purchase by the Purchaser of the Transformer.

"Closing Date" means the date this instrument is fully executed by the parties hereto.

"Encumbrance" means any assignment, mortgage, charge, pledge, lien, conditional sale, levy, execution, seizure, attachment, garnishment or other encumbrance or security interest in respect of such property, whether absolute or contingent, fixed or floating, legal or equitable, perfected or otherwise.

"Legal Proceeding" means any litigation, action, suit, arbitration proceeding or other proceeding and includes any appeal or review and application for same.

"Person" means any individual, corporation, firm, partnership, sole proprietorship, syndicate, joint venture, trustee, trust and any unincorporated organization or association.

2. PURCHASE AND SALE OF ASSETS

2.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, on the Closing Date, the Seller agrees to and does sell, transfer and assign to the Purchaser, and the Purchaser agrees to and does purchase from the Seller, the Transformer.

3. **PURCHASE PRICE**

- 3.1 Amount. The purchase price (the "**Purchase Price**") payable by the Purchaser to the Seller for the Equipment shall be \$100,000.
- 3.2 Payment. The Purchase Price shall be paid as follows:
- (i) \$60,000 deposited by Purchaser and with Seller upon execution of this Agreement, and
 - (ii) \$40,000 to be paid to Seller prior to any removal of the Transformer.
- 3.3 Taxes. The Seller shall be liable for and shall pay, as required, all federal and state sales taxes in connection with the conveyance and transfer of the Transformer to the Purchaser.

4. **REPRESENTATIONS AND WARRANTIES**

- 4.1 Representations and Warranties of the Seller. The Seller represents and warrants as follows to the Purchaser and acknowledges and confirms that the Purchaser is relying on such representations and warranties in connection with the purchase by the Purchaser of the Transformer:
- (a) the Seller has taken all necessary legislative or governmental action and proceedings to authorize the sale of the Transformer; and this Agreement has been duly executed and delivered by the Seller and is a valid and binding obligation of the Seller enforceable against it in accordance with its terms;
 - (b) the Seller has all the necessary governmental power and authority to enter into this Agreement and to consummate the transactions; will not result in the violation of any law or regulation or any applicable order of any court, arbitrator or governmental authority having jurisdiction over the Seller or the Transformer;
 - (c) at Closing, the Seller will be the sole beneficial owner of, and have good and valid title to, all of the Equipment, free and clear of all Encumbrances whatsoever, and shall have the exclusive right and entitlement to possess and dispose of same as contemplated in this Agreement;
 - (d) no Person, other than the Purchaser under this Agreement, has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement or option, for the purchase from the Seller of any of the Transformer; and
 - (e) the Seller has no knowledge of any facts which, if known to the Seller, might reasonably be expected to deter the Purchaser from completing the acquisition of the Transformer contemplated by this Agreement.

- (f) Items 1 through 3 on Schedule A will be asbestos-free or if not, removal of asbestos will be done at Seller's cost.
- (g) Should asbestos be discovered in items 4 through 11 on Schedule A, Purchaser shall have the option of removing the asbestos at its expense or leaving these items with no reduction in purchase price.
- (h) Other than the representations contained in Subsections (f) and (g) of this Section, all Transformer is purchased "as is, where is", without any warranties whatsoever, whether written, oral or implied, including, but not limited to warranties of merchantability or fitness for a particular purpose.

4.2 Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Seller and acknowledges and confirms that the Seller is relying on such representations and warranties in connection with the sale by the Seller of the Transformer:

- (a) the Purchaser is a corporation duly established and subsisting under the laws of the State of New Jersey;
- (b) the Purchaser has taken all necessary action and proceedings to authorize the purchase of the Transformer; and this Agreement has been duly executed and delivered by the Purchaser and is a valid and binding obligation of the Purchaser enforceable against it in accordance with its terms;
- (c) the Purchaser has all the necessary power and authority to enter into this Agreement and to consummate the transactions, which will not result in the violation of any of the terms and provisions of (i) the corporate regulations and/or by-laws of the Purchaser, or (ii) any law or regulation or any applicable order of any court, arbitrator or governmental authority having jurisdiction over the Purchaser.
- (d) Other than the representations contained in Subsections (d) of this Section, all Transformer is purchased "as is, where is", without any warranties whatsoever, whether written, oral or implied, including, but not limited to warranties of merchantability or fitness for a particular purpose.

4.3 Survival of the Representations and Warranties. The representations and warranties of each of the parties contained in this Agreement shall survive the closing of the purchase and sale of the Transformer (notwithstanding such closing), shall continue in full force and effect for a period of three (3) years from the Closing Date for the benefit of the relevant party, as the case may be, and any claim in respect thereof shall be made within such period; provided that no time limitation shall apply to any claims of fraud, or to any representations or warranties pertaining to title to the Transformer, all of which shall survive forever.

5. **COVENANTS OF THE PARTIES**

- 5.1 Cooperation. The Purchaser and the Seller shall cooperate fully in good faith in connection with any steps required to be taken as part of their respective obligations under this Agreement.
- 5.2 Investigations. Between the Closing Date and removal of the Transformer, the Seller shall permit the Purchaser and its advisors to have reasonable access to the Transformer, in order that the Purchaser may make such investigations of the Transformer as the Purchaser deems necessary; provided that such investigations shall be carried out during normal business hours.

6. **TRANSFER OF PROPERTY**

- 6.1 The Seller does hereby transfer, convey and sell to the Purchaser the Transformer and the Purchaser does hereby purchase and accept the Transformer from the Seller;
- 6.2 The Seller agrees to and shall deliver to the Purchaser all documents as shall be necessary or reasonably required to effectively transfer the Transformer to the Purchaser with good and marketable title thereto free of any Encumbrance; and
- 6.3 The Purchaser does hereby deposit the sum of \$60,000.00 with the Seller as contemplated in Section 3.2.

7. **GENERAL PROVISIONS**

- 7.1 Notice. Any notice or other instrument required or permitted to be given to either party hereunder shall be in writing and shall be sufficiently given if delivered personally or by courier to such party:

Seller:

City of Natchitoches
Post Office Box 37
Natchitoches, LA 71457
Attention Mayor Wayne McCullen

Purchaser:

Belyea Company, Inc.
2200 Northwood Ave.
Easton, PA 18045

Any such notice or other instrument if delivered shall be deemed to have been given and received on the date on which it was delivered at such address; provided that if such day is not a Business Day then the notice shall be deemed to have been given and received on the Business Day next following such day. Any party may change its address for service from time to time by notice given in accordance with the foregoing.

- 7.2 Costs and Expenses. All costs and expenses (including the fees and disbursements of legal counsel) incurred in connection with this Agreement and the transactions herein contemplated shall be paid by the party incurring such costs and expenses.
- 7.3 Parties in Interest. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors.
- 7.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a party may send a copy of its original signature on the execution page hereof to the other party by facsimile transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving party.
- 7.5 Entire Agreement. This Agreement, including the schedules annexed hereto, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, and there are no covenants, representations, warranties or agreements between the parties in connection with the subject matter hereof except as specifically set forth herein. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by all of the parties hereto.
- 7.6 Assignment. This Agreement may not be assigned by either the Purchaser or the Seller without the prior written consent of the other party.
- 7.7 Removal of Transformer. The Purchaser shall remove Transformer within 23 months of the date of the Closing, at which time any portion of the Transformer that has not been removed shall become the property of the Seller.
- 7.8 Debris Removal and Repairs. Purchaser agrees to remove all debris prior to completion of their operations on Seller's property. Purchaser further agrees to repair any damage to any building or other property of the Seller caused by Purchaser, and further agrees to repair any damage caused to any building where Transformer is removed.
- 7.9 Indemnity and Hold Harmless. Purchaser agrees hold harmless, indemnify and defend the Seller from any bodily injury or property damage which occurs during the removal of Transformer, and agrees to take out and maintain an insurance policy in the amount of \$1,000,000.00, naming the Seller as an additional insured, and further agrees to provide a copy of said insurance prior to beginning removal of Transformer.
- 7.10 Compliance with Local, State and Federal Law. Purchaser agrees to comply with all applicable local, state and federal law during the term of this contract and removal of Transformer, including but not limited to OSHA and all environmental regulations.
- 7.11 Specific Performance. Either party to this agreement shall have the right to sue for specific performance.

7.12 Law, Jurisdiction and Venue. This contract shall be interpreted under the Law of the State of Louisiana, and any suit to enforce any of the terms of this agreement shall be brought in the Tenth Judicial District Court for the Parish of Natchitoches, Louisiana.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.

BELYEA COMPANY, INC.

By: _____
Name:
Title:

CITY OF NACHITOTCHES, LA

By: _____
Name:
Title:

Schedule "A"

Equipment

One used Three Phase Kuhlman Power Transformer 67000Y-13800 Volts and 24.0 MVA
Serial #312313-01 which said equipment will sometimes hereinafter be referred to collectively as
"Transformer"

Mr. Bryan Wimberly addressed the council and audience and stated that last Monday when he made the recommendation on this, he was in possession of one bid on the transformer as outlined in this ordinance. Mr. Wimberly said that this morning he did receive another written bid which upped this ordinance. In speaking with our legal counsel and following the provisions of the Revised Statute which dictates our rule of conduct on this, this auctioning back and forth could take place up into and including thirty days past the approval of whatever the bid would be. So it is our proposal that we are asking the council to table Ordinance No. 48 at this time. We will go back and re-advertise this transformer, accept sealed bids on it, and hopefully we will have a definitive answer as to who the highest bidder is and we can settle this without a bunch of confusion coming back and forth up until and past the time that you pass this ordinance.

The motion to table Ordinance No. 048 was then presented by Ms. Morrow and Seconded by Mr. Payne and the vote to table was recorded as follows:

AYES:	Morrow, Payne, McCain
NAYS:	None
ABSENT:	Nielsen
ABSTAIN:	Mims

THEREUPON, the Mayor Pro Tempore, Don Mims, declared the Motion to Table Ordinance No. 048 **PASSED** this 22nd day of August, 2011 by a vote of 3 ayes to 0 nays.

Mr. Pat Jones then addressed the council with a financial report: Mayor and Council if you look in your packets there is a budget report for June and also July and since July is cumulative let's just look at it. As of the second month of the fiscal year which is 17% of the year, in the general fund, we are at 16.99% of our expenditures so we are starting off the year right. We are still within our budget. And the same with the utility fund, we are at 16.94%. If you look also in your packet you will see the Natchitoches Tax Commission, tax collection report for June. We're starting the year off right. We're up 4.43% for June and July we're up 11.03% which gives us a year to date, above last year at this time of 7.92%. So one good thing is that the sales taxes are still level. A lot of other cities are having a lot of problems in seeing reductions in the sales tax. Jerry McWhertor also issued the motor vehicles sales report which is also in your packet and you will see that our motor vehicle sales are up. It is not on that sheet but actually from January through June, July, we are up 14.11%. So that is where a lot of our sales tax increase for the last two months are coming from and we are glad to see it. The economy is holding steady. We have closed the books for 2011 fiscal year. The auditors have come and started getting reports so by next week or two I am sure we will be in deep in with the auditors for about three to four months.

Natchitoches Tax Commission LA Department of Motor Vehicles Sales

Month/ Year	2008	2009	2010	2011	10 vs 11	09 vs 10	08 vs 09
Jan	162,611.98	126,616.65	145,283.06	168,051.63	15.67%	14.74%	-22.14%
Feb	201,560.45	132,533.23	142,482.09	173,570.53	21.82%	7.51%	-34.25%
Mar	178,810.91	129,201.16	144,772.00	157,817.67	9.01%	12.05%	-27.74%
Apr	226,718.98	140,633.11	194,621.00	239,582.86	23.10%	38.39%	-37.97%
May	211,534.60	155,345.06	177,689.00	190,980.40	7.48%	14.36%	-26.60%
Jun	201,978.41	148,560.54	184,623.00	192,184.32	4.10%	25.97%	-27.44%
Jul	190,517.62	176,221.17	184,621.89	217,528.02	17.82%	4.77%	-7.50%
Aug	191,285.14	162,474.98	164,616.09		1.32%	3.89%	-15.05%
Sep	206,981.15	156,865.17	162,969.83			4.53%	-24.21%
Oct	189,492.42	166,099.20	173,620.93			32.82%	-12.35%
Nov	190,849.32	137,831.55	183,071.31				-27.78%
Dec	116,838.52	114,885.57	160,468.75			39.68%	-1.67%
Totals	\$ 2,269,259.70	\$ 1,745,267.39	\$2,018,839.06	\$1,339,715.43	39.92%	15.68%	-23.09%

\$ 804,847.15

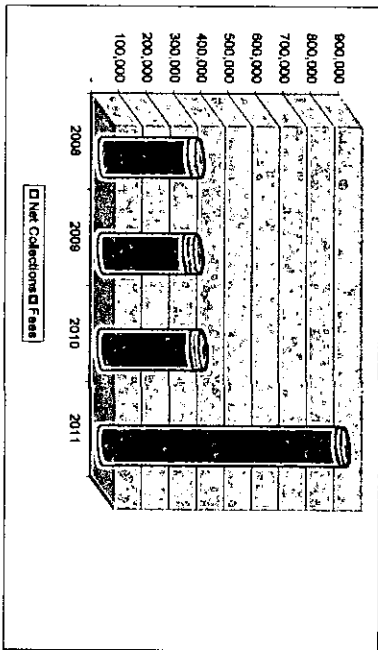
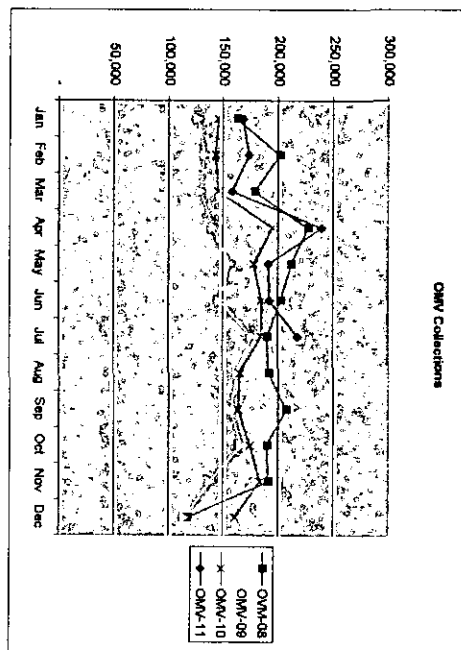
39.92%

15.68%

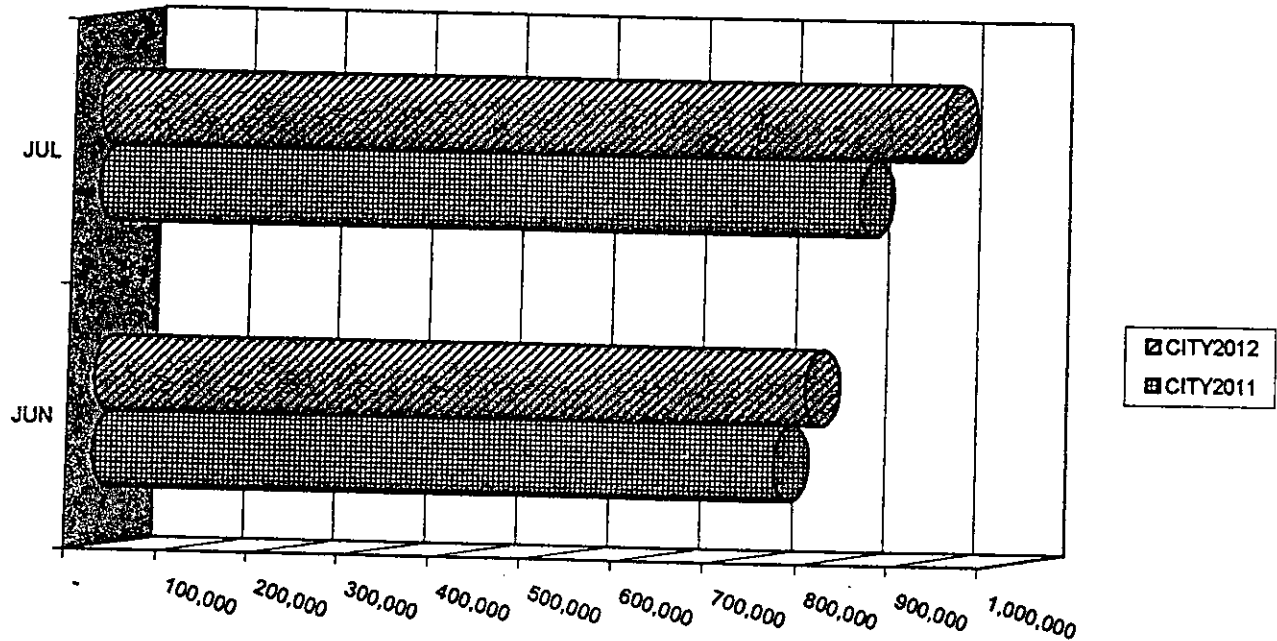
-23.09%

Natchitoches Tax Commission Audit Collections

Year	2008	2009	2010	2011	10 vs 11	09 vs 10	08 vs 09
Collections	353,910.00	349,766.25	368,908.65	885,312.29	140%	5%	-1.17%
Fees	28,315.00	41,048.17	32,697.42	17,984.56	-45%	-20%	44.97%
Net Collections	325,595.00	308,720.08	336,211.23	867,327.73	158%	9%	-5.18%



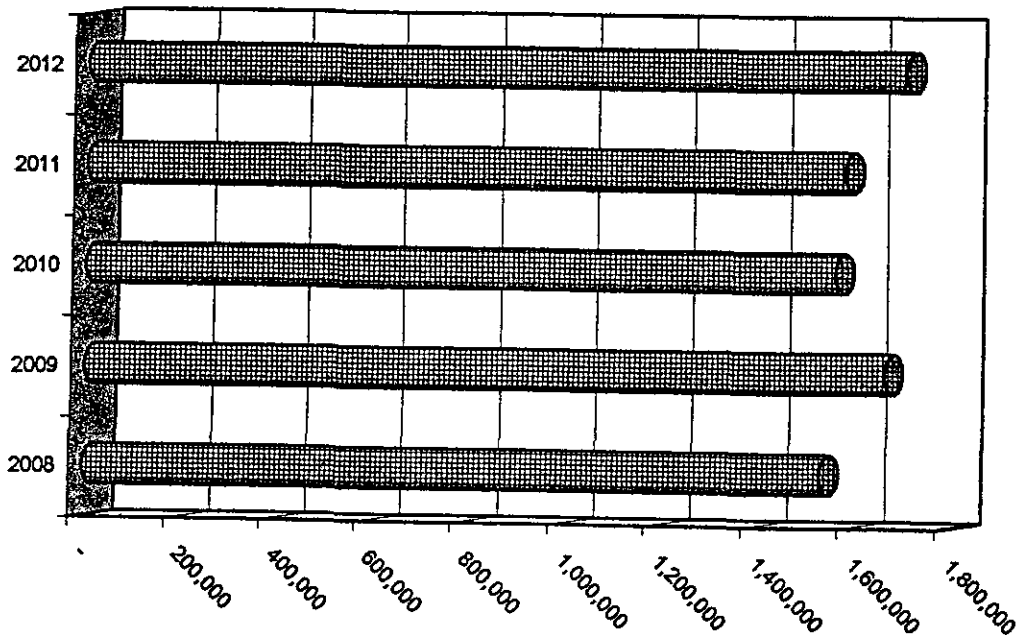
CITY OF NATCHITOCHEs FISCAL YEAR SALES TAX COLLECTIONS



REVENUE BY MONTHS

PERIOD	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	DIFF 11/12	DIFF %
JUN	693,346	821,444	754,700	745,293	778,326	33,033	4.43%
JUL	839,047	841,099	805,871	833,927	925,940	92,013	11.03%

CITY OF NATCHITOCHEs FISCAL YEAR SALES TAX COLLECTIONS



REVENUE YEAR TO DATE

PERIOD	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	DIFF 11/12	DIFF %
JUN	693,346	821,444	754,700	745,293	778,326	33,033	4.43%
JUL	1,532,393	1,662,543	1,560,571	1,579,220	1,704,266	125,046	7.92%

CITY OF NATCHITOCHES
GENERAL FUND BUDGET REPORT
AS OF JULY 31, 2011

	CURRENT MONTH				YEAR TO DATE			
	TOTAL	MONTHLY	(OVER)		YTD	UNREALIZED		PERCENT
	BUDGET 11/12 FY	BUDGET *1	ACTUAL	UNDER BUDGET	ACTUAL	ENCUM- BRANCES	AVAILABLE BALANCE	RECEIVED/ EXPENSED
REVENUE	13,594,975	1,132,915	1,167,379	34,464.33	1,846,658		11,748,317	13.58%
EXPENDITURES								
DEPARTMENT:								
CITY HALL / FINANCE	527,882	43,990	54,619	(10,628.50)	72,394		455,488	13.71%
COMMUNITY DEVELOPMENT	602,163	50,180	54,411	(4,230.54)	72,864	1,339	527,960	12.32%
PLANNING & ZONING	196,688	16,391	19,867	(3,476.77)	25,319	735	170,634	13.25%
FIRE DEPARTMENT	2,697,939	224,828	295,945	(71,116.45)	422,634	1,860	2,273,444	15.73%
POLICE DEPARTMENT	4,174,858	347,905	447,633	(99,728.23)	571,392	2,413	3,601,054	13.74%
ANIMAL SHELTER	152,001	12,667	14,035	(1,368.34)	17,810	301	133,890	11.91%
PURCHASING	315,264	26,272	29,556	(3,284.41)	39,238	525	275,501	12.61%
CITY GARAGE	212,437	17,703	25,243	(7,539.83)	27,631	1,069	183,737	13.51%
RECREATION *2	859,401	71,617	128,636	(57,019.10)	182,879	2,095	674,427	21.52%
PUBLIC WORKS	1,392,888	116,074	139,646	(23,571.77)	198,189	6,267	1,188,432	14.68%
INDIRECT EXPENSE	2,243,380	186,948	139,461	47,487.79	635,018	814	1,607,548	28.34%
PROGRAMMING & PROMOTIONS	220,074	18,340	19,320	(980.17)	27,106	300	192,668	12.45%
TOTAL GENERAL FUND	13,594,975	1,132,915	1,368,371	(235,456.32)	2,292,472	17,719	11,284,784	16.99%

FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

*2 - SEASONAL ACTIVITY

% BUDGET YEAR ELAPSED

17%

% BUDGET EXPENDED

17%

CITY OF NATCHITOCHES
UTILITY (PROPRIETARY) FUND BUDGET REPORT
AS OF JULY 31, 2011

CURRENT MONTH				YEAR TO DATE			
	TOTAL		(OVER)				
	BUDGET	MONTHLY	UNDER	YTD	ENCUM-	AVAILABLE	PERCENT
	11/12 FY	BUDGET *1	BUDGET	ACTUAL	BRANCES	BALANCE	RECEIVED/
							EXPENSED
REVENUE	41,806,189	3,483,849	3,759,215	275,366	7,796,043	34,010,146	18.65%
EXPENDITURES							
DEPARTMENT:							
UTILITY ADMINISTRATION	348,408	29,034	44,214	(15,180)	53,223	684	294,501
15.47%							
WATER	2,049,241	170,770	220,386	(49,616)	295,025	15,566	1,738,650
15.16%							
SEWER	1,517,726	126,477	108,234	18,244	173,726	31,144	1,312,856
13.50%							
ELECTRIC	27,951,938	2,329,328	2,348,483	(19,154)	2,416,892	2,248,818	23,286,228
16.69%							
UTILITY BILLING	607,735	50,645	50,217	428	74,485	810	532,440
12.39%							
INFORMATION TECH	331,910	27,659	20,737	6,922	27,917	4,118	299,875
9.65%							
INDIRECT	8,999,231	749,936	764,309	(14,373)	1,734,231	7,330	7,257,670
19.35%							
TOTAL UTILITY FUND	41,806,189	3,483,849	3,556,579	(72,730)	4,775,498	2,308,470	34,722,221
16.94%							

FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

% BUDGET YEAR ELAPSED	17%
% BUDGET EXPENDED	17%

CITY OF NATCHITOCHES
UTILITY (PROPRIETARY) FUND BUDGET REPORT
AS OF JUNE 30, 2011

CURRENT MONTH				YEAR TO DATE			
REVENUE	TOTAL	(OVER)		UNREALIZED /			PERCENT
	BUDGET	MONTHLY	UNDER	YTD	ENCUM-	AVAILABLE	RECEIVED/
	11/12 FY	BUDGET *1	ACTUAL	BUDGET	BRANCES	BALANCE	EXPENSED
	41,806,189	3,483,849	3,067,223	(416,626)	7,796,043	34,010,146	18.65%
EXPENDITURES							
DEPARTMENT:							
UTILITY ADMINISTRATION	348,408	29,034	9,009	20,025	9,009	148	339,251
WATER	2,049,241	170,770	74,639	96,131	74,639	11,413	1,963,189
SEWER	1,517,726	126,477	65,492	60,985	65,492	26,810	1,425,424
ELECTRIC	27,951,938	2,329,328	68,409	2,260,919	68,409	2,223,232	25,660,297
UTILITY BILLING	607,735	50,645	24,268	26,376	24,268	22	583,445
INFORMATION TECH	331,910	27,659	7,180	20,479	7,180	613	324,117
INDIRECT	8,999,231		969,922	(969,922)	969,922		8,029,309
							10.78%

FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

% BUDGET YEAR ELAPSED 8%

% BUDGET EXPENDED 8%

CITY OF NATCHITOCHES
GENERAL FUND BUDGET REPORT
AS OF JUNE 30, 2011

	CURRENT MONTH				YEAR TO DATE			
	TOTAL		(OVER)			UNREALIZED	PERCENT	
	BUDGET	MONTHLY	UNDER		YTD	ENCUM-	AVAILABLE	RECEIVED/
	<u>11/12 FY</u>	<u>BUDGET *1</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>ACTUAL</u>	<u>BRANCES</u>	BALANCE	EXPENSED
REVENUE	13,594,975	1,132,915	679,282	(453,632.18)	679,282		12,915,693	5.00%

EXPENDITURES

DEPARTMENT:

CITY HALL / FINANCE	527,882	43,990	17,775	26,214.99	17,775	458	509,649	3.45%
COMMUNITY DEVELOPMENT	602,163	50,180	18,453	31,726.97	18,453	1,258	582,452	3.27%
PLANNING & ZONING	196,688	16,391	5,451	10,939.36	5,451		191,237	2.77%
FIRE DEPARTMENT	2,697,939	224,828	126,689	98,138.85	126,689	2,650	2,568,599	4.79%
POLICE DEPARTMENT	4,174,858	347,905	123,759	224,146.20	123,759	897	4,050,202	2.99%
ANIMAL SHELTER	152,001	12,667	3,775	8,892.16	3,775	21	148,205	2.50%
PURCHASING	315,264	26,272	9,681	16,590.56	9,681	754	304,829	3.31%
CITY GARAGE	212,437	17,703	2,388	15,314.86	2,388	561	209,488	1.39%
RECREATION *2	859,401	71,617	54,243	17,373.60	54,243	546	804,612	6.38%
PUBLIC WORKS	1,392,888	116,074	58,543	57,531.19	58,543	6,066	1,328,279	4.64%
INDIRECT EXPENSE	2,243,380	186,948	495,557	(308,608.70)	495,557	98	1,747,725	22.09%
PROGRAMMING & PROMOTIONS	220,074	18,340	7,786	10,553.63	7,786	337	211,951	3.69%
TOTAL GENERAL FUND	13,594,975	1,132,915	924,101	208,813.67	924,101	13,646	12,657,228	6.90%

FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

*2 - SEASONAL ACTIVITY

% BUDGET YEAR ELAPSED

8%

% BUDGET EXPENDED

7%

The following Resolution was Introduced by Mr. McCain and Seconded by Mr. Payne as follows, to-wit:

RESOLUTION NO. 086 OF 2011

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CORRECTED
CHANGE ORDER NO. 2 TO THE AGREEMENT BETWEEN THE
CITY OF NATCHITOCHES AND REGIONAL CONSTRUCTION, L.L.C.
FOR THE CONSTRUCTION OF THE EVENTS CENTER PARKING LOT
(BID NO. 0503)**

WHEREAS, the CITY awarded a contract to Regional Construction, L.L.C. (CONTRACTOR) on September 16, 2010 in the base bid amount of \$136,000.00 for the construction of the Events Center Parking Lot; and,

WHEREAS, the CONTRACTOR has issued Change Order No. 1 on March 2, 2011 in the sum of \$35,000.00 making the new contract amount \$171,000.00 and extending the completion date of the contract an additional thirty (30) days, which Change Order was approved by the City Council on March 14, 2011; and

WHEREAS, the CONTRACTOR issued Change Order No. 2 on June 13, 2011 for a credit of \$1,736.00 for the difference in concrete, steel reinforcing and fence post pipe sleeves for the retaining wall and decreasing the contract amount to \$169,264.00 with no time extension; and

WHEREAS, the CONTRACTOR issued a revised Change Order No. 2 adding paving changes with an increase in contract amount of \$480.00 and total contract amount of \$169,744.00; and

WHEREAS, Contractor George Minturn, project architect, recommends approval of Change Order No. 2, as amended; and

WHEREAS, the CITY is of the opinion that Change Order No. 2 (amended) is in the best interest of the CITY and the contract amount \$169,744.00 is unchanged and new completion date of contract is also unchanged.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Wayne McCullen, Mayor, be and is hereby authorized, empowered and directed to execute the referenced Change Order No. 2, as amended, to the agreement between the CITY and the CONTRACTOR.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	McCain, Payne, Morrow
NAYS:	None
ABSENT:	Nielsen
ABSTAIN:	Mims

THEREUPON, Mayor Pro Tempore, Don Mims, declared the Resolution passed by a vote of 3 Ayes to 0 Nays this the 22nd day of August, 2011.


DON MIMS, MAYOR PRO TEMPORE

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT AND
FARM SERVICE AGENCY

CONTRACT CHANGE ORDER

ORDER NO.
002

DATE

STATE
Louisiana

COUNTY
Natchitoches

CONTRACT FOR
Events Center Parking Lot Addition

OWNER
City of Natchitoches

To Regional Construction, LLC

(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
Credit difference in CY concrete, steel reinforcing and fence post pipe sleeves for 3'-0" retaining wall and pavement revisions.	\$ 1,736.00	\$
Add - Paving Changes (02/11/2011)		480.00
TOTALS	\$ 1,736.00	480.00
NET CHANGE IN CONTRACT PRICE	\$ 1,256.00	

JUSTIFICATION:

A 3'-0" high retaining wall was constructed on site rather than a 5'-0" high retaining wall as detailed on Drawing Sheet A1.6. Pipe sleeves indicated on details were changed to drilled supports per fence supplier recommendations.

The amount of the Contract will be (Decreased) (Increased) By The Sum Of: _____

DECREASED One Thousand, Two Hundred Fifty Six _____ Dollars (\$ 1,256.00).

The Contract Total Including this and previous Change Orders Will Be: _____

One Hundred Sixty Nine Thousand, Seven Hundred Forty Four _____ Dollars (\$ 169,744.00).

The Contract Period Provided for Completion Will Be (Increased) (Decreased) (Unchanged): UNCHANGED Days.

This document will become a supplement to the contract and all provisions will apply hereto.

Requested Wayne McGowan (Owner)

8/23/2011
(Date)

Recommended Pat Blum (Owner's Architect/Engineer)

6/13/11
(Date)

Accepted Pat Blum (Contractor)

6/13/11
(Date)

Approved by Agency _____ (Name and Title)

(Date)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, STOP 7602, 1490 Independence Avenue, S.W., Washington, D.C. 20250-7602. Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB control number.

The following Resolution was Introduced by Mr. McCain and Seconded by Mr. Payne as follows, to-wit:

RESOLUTION NO. 087 OF 2011

**A RESOLUTION AUTHORIZING THE EXECUTION
OF THE SUBSTANTIAL COMPLETION (REVISED) FOR THE
RENOVATIONS TO THE EVENTS CENTER PARKING LOT
(BID NO. 0503)**

WHEREAS, the City of Natchitoches (OWNER) facilitated the construction of the Events Center Parking Lot; and

WHEREAS, the City of Natchitoches retained George Minturn (ARCHITECT) to provide the professional services for design, preparation of plans, specifications and construction services in connection with said project; and

WHEREAS, the City awarded a contract to Regional Construction, LLC, (CONTRACTOR) on September 16, 2010 in the amount of \$136,000.00, for construction of the Events Center Parking Lot, and

WHEREAS, Change Order 1 added an additional sum of \$35,000.00 and Change Order 2 subtracted a sum of \$1,736.00, bringing the contract total to \$169,264.00; and

WHEREAS, revised Change Order 2 added paving changes with an increase in the contract amount of \$480.00 and total contract amount of \$169,744.00; and

WHEREAS, it is the opinion of the ARCHITECT that the work required by the CONTRACT has been completed in general conformity with the project plans and specifications as shown by his signature on the Certificate of Substantial Completion dated June 13, 2011.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Natchitoches, in legal session convened:

SECTION 1: That the Honorable Wayne McCullen, Mayor, be and is hereby authorized, empowered and directed to accept the construction work (WORK) performed by CONTRACTOR in association with the said project and to execute the Certificate of Substantial Completion therewith, and

SECTION 2: That the Honorable Wayne McCullen, Mayor, be and is hereby authorized, empowered and directed to issue final payment to the CONTRACTOR upon receipt of the Clear Lien Certificate issued by the Natchitoches Parish Clerk of Court and upon the recommendation of the ARCHITECT to issue said final payment.

NOW, THEREFORE, BE IT RESOLVED, that the Natchitoches City Council does hereby authorize the Mayor to execute the Certificate of Substantial Completion for the Events Center Parking Lot.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	McCain, Payne, Morrow
NAYS:	None
ABSENT:	Nielsen
ABSTAIN:	Mims

THEREUPON, Mayor Pro Tempore, Don Mims, declared the Resolution passed by a vote of 3 Ayes to 0 Nays this the 22nd day of August, 2011.


DON MIMS, MAYOR PRO TEMPORE



AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:

(Name and address)

Natchitoches Events Center Parking Lot
808 Second Street
Natchitoches, LA 71457

PROJECT NUMBER: 09-15/

CONTRACT FOR: General Construction

CONTRACT DATE: September 16, 2010

OWNER: ☒

ARCHITECT: ☒

CONTRACTOR: ☒

FIELD: ☒

OTHER: ☒

TO OWNER:

(Name and address)

City of Natchitoches

P. O. Box 37

Natchitoches, LA 71458-0037

TO CONTRACTOR:

(Name and address)

Regional Construction, LLC

P.O. Box 796

Natchitoches, LA 71458-0796

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

Natchitoches Events Center Parking Lot as indicated in the original bid documents and the retaining wall as added to the contract by Change Order Number One dated March 2, 2011 and signed on March 15, 2011.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

Parking Lot Addition

Retaining Wall

Date of Commencement

December 10, 2010

June 13, 2011

George W. Minturn, Architect AIA

ARCHITECT

BY 

June 13, 2011

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

Regional Construction, LLC

CONTRACTOR

BY 

June 13, 2011

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 12:00 pm (time) on June 16, 2011 (date).

City of Natchitoches

OWNER

BY 

DATE

8/23/2011

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

The Owner shall be responsible for security, maintenance and insurance at the time of possession.

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User Notes:

(1297509999)

The following Resolution was Introduced by Ms. Morrow and Seconded by Mr. Payne as follows, to-wit:

RESOLUTION NO. 090 OF 2011

**A RESOLUTION AUTHORIZING THE EXECUTION
OF THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR
THE GRAVITY SEWER REPLACEMENT NEAR LOUISIANA
HIGHWAY ONE BY-PASS, CITY OF NATCHITOCHES**

**CITY BID NO. 0494
PROJECT NO. CS221160-01**

WHEREAS, the City of Natchitoches awarded the contract for the sewer system improvements, Contract 1, Gravity Sewer Replacement Near Louisiana Highway One By-Pass, City of Natchitoches (Bid No. 0494) to Rylee Contracting, Inc. of Alexandria, Louisiana by Ordinance No. 082 of 2009 on November 23, 2009 in the amount of \$396,975.00; and

WHEREAS, Change Order No. 1 in the amount of total contract amount \$432,240 (reflecting increase of \$35,265.00) was approved by City Council by Resolution No. 027 on April 25, 2011; and

WHEREAS, it is the opinion of Norman Nassif of Nassif Engineering & Architecture, LLC that the work required by the Contract is found to be substantially completed, with items on the punch list and in general conformity with the project plans and specifications as shown by his signature on the Certificate of Substantial Completion dated May 27, 2011.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Natchitoches, in legal session convened:

SECTION 1: That the Honorable Wayne McCullen, Mayor, be and is hereby authorized, empowered and directed to accept the work performed by Contractor in association with the said project and to execute the Certificate of Substantial Completion therewith when presented and approved by the Engineer; and

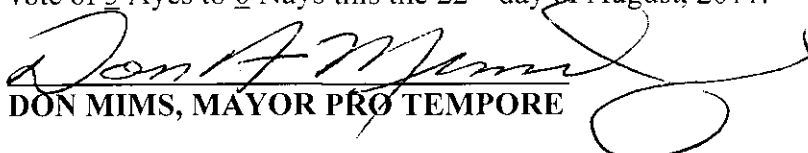
SECTION 2: That the Honorable Wayne McCullen, Mayor, be and is hereby authorized, empowered and directed to issue final payment to the Contractor upon receipt of the Clear Lien Certificate issued by the Natchitoches Parish Clerk of Court, and upon the recommendation of the Engineer to issue said final payment.

NOW, THEREFORE, BE IT RESOLVED, that the Natchitoches City Council does hereby authorize the Mayor to execute the Certificate of Substantial Completion for the Sewer System Improvements – Contract 1, Gravity Sewer Replacement Near Louisiana Highway 1 By-Pass (City Bid No. 0494) and upon presentation and approval by the engineer, Norman Nassif.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Morrow, Payne, McCain
NAYS:	None
ABSENT:	Nielsen
ABSTAIN:	Mims

THEREUPON, Mayor Pro Tempore, Don Mims, declared the Resolution passed by a vote of 3 Ayes to 0 Nays this the 22nd day of August, 2011.


DON MIMS, MAYOR PRO TEMPORE

Certificate of Substantial Completion

Project: Sewer System Improvements – Contract 1
Gravity Sewer Replacement Near La Highway 1 By-Pass
Owner: City of Natchitoches
Contractor: Rylee Contracting, Inc.
Date of Contract: January 22, 2010

This Certificate of Substantial Completion applies to all Work under the Contract Documents.

May 27, 2011
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

As applicable, a tentative list of items to be completed or corrected may be attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Owner's Amended Responsibilities:

Security, Operation, Safety, Maintenance and Insurance.

Contractor's Amended Responsibilities:

Contractor shall maintain a Performance Bond for this project for a minimum of one year from the designated Substantial Completion date (May 27, 2012).

The following documents are attached to and made part of this Certificate:
(None)

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Owner: City of Natchitoches

Wayne McCullen

Date

Executed by Engineer: Nassif Engineering & Architecture, LLC

Norman Nassif

6/8/11

Date

Accepted by Contractor: Rylee Contracting, Inc.

Ronald D. Rayburn

Date

CERTIFICATION OF COMPLETION
AND REQUEST FOR FINAL INSPECTION

This is to certify that the **Gravity Sewer Replacement Near La Highway 1 By-Pass** project in the City of Natchitoches, Project number **CS221160-01**, Contract number **001** is complete and is in accordance with the approved Plans and Specifications, loan agreement, applicable laws, rules and regulations, is fully operable, and has been accepted by the **City of Natchitoches** on May 27, 2011.

(Date)

Please be reminded that no work is eligible to this contract after the final inspection date. Requests for additional purchases of contract related equipment or supplies will not be allowed.

A final inspection of the project is requested.

Mayor Wayne McCullen

RF-1044

CERTIFICATION OF INITIATION OF OPERATION

This is to certify that the sewerage project known as the **City of Natchitoches, Gravity Sewer Replacement Near La Highway 1 By-Pass, CS221160-0**, Contract Number **001** achieved initiation of operation of all components to project performance standards on May 27, 2011.

(Date)

I acknowledge that initiation of operation begins the one-year project performance period, and that one year from the above date I must certify whether project performance standards have been achieved.

Mayor Wayne McCullen

The following Resolution was Introduced by Mr. Payne and Seconded by Ms. Morrow as follows, to-wit:

RESOLUTION NO. 093 OF 2011

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN THE CITY OF NATCHITOCHES AND REGIONAL CONSTRUCTION, LLC ON THE STREET IMPROVEMENTS PROJECT – FY 2010-2011 LCDBG PROJECT (WALLENBERG DRIVE TO MILL STREET)

(BID NO. 0512)

WHEREAS, the City of Natchitoches (CITY) awarded the bid to Regional Construction, LLC (CONTRACTOR) on by Ordinance No. 031 of 2011 in the amount of \$547,600.00 for the Street Improvements – FY 2010-2011 Project, Fairgrounds Road (Wallenberg Drive to Mill Street (Bid No. 0512); and,

WHEREAS, on August 15, 2011, CONTRACTOR issued Change Order No. 1, fully described in Attachment “A”; and

WHEREAS, the contract sum will be increased by this Change Order No. 1 in the amount of \$22,833.00 and the revised contract total will be \$570,433.00; and,

WHEREAS, the project engineer, Norman Nassif of Nassif Engineering and Architecture, LLC, has recommended this change order; and,

WHEREAS, the CITY is of the opinion that Change Order No. 1 is in the best interest of the CITY.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Wayne McCullen, Mayor, be and is hereby authorized, empowered and directed to execute the referenced Change Order No. 1 to the agreement between the City of Natchitoches and the contractor, Regional Construction LLC.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Morrow, McCain
NAYS:	None
ABSENT:	Nielsen
ABSTAIN:	Mims

THEREUPON, Mayor Pro Tempore, Don Mims, declared the Resolution passed by a vote of 3 Ayes to 0 Nays this the 22nd day of August, 2011.


DON MIMS, MAYOR PRO TEMPORE

CHANGE ORDER

Change Order No.: One (1)

Change Order Date: August 15, 2011

PROJECT: Street Improvements – FY 2010-11 LCDBG Project

Fairgrounds Road (Wallenberg Drive to Mill Street)

OWNER: City of Natchitoches

CONTRACTOR: Regional Construction, LLC

The Contract Documents are modified as follows upon execution of this Change Order:

Refer to Attachment for Change Order Number 1

Change in Contract Price:

Original Contract Price:\$ 547,600.00

Contract Price adjusted by prior Change Orders.....\$ N/A

Contract Price due to this Change Order (will increase):\$ 22,833.00

Contract Price incorporating this Change Order will be:.....\$ 570,433.00

Change in Contract Time:

Original Contract Time (calendar days)..... 60

Contract Time adjusted by prior Change Orders N/A

Contract Time due to this Change Order (n/a):..... N/A

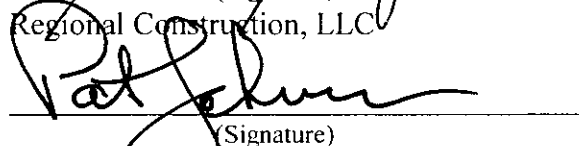
Contract Time incorporating this Change Order will be: 60

Recommended by (Engineer): Nassif Engineering & Architecture, LLC


(Signature)

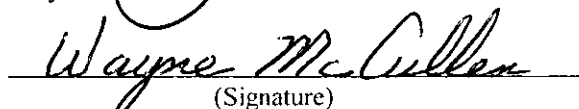
Date

Accepted by (Contractor): Regional Construction, LLC


(Signature)

Date

Approved by (Owner): City of Natchitoches


(Signature)

8/23/2011
Date

Approved by (Funding Agency): Division of Administration (LCDBG)

(Signature)

Date

City of Natchitoches
Street Improvements
FY 2010-11 LCDBG Project
Fairgrounds Road (Wallenberg Drive to Mill Street)

Change Order No. 1
Attachment "A"

Item No.	Description	Contract				Adjustment		Revised Contract	
		Contract Unit Price	Units	Quantity	Amount	Quantity	Amount	Quantity	Amount
1	Mobilization	\$ 8,000.00	L.S.	1	\$ 8,000.00	0	\$ -	1	\$ 8,000.00
2	Demolition, Misc. Sitework & Earthwork (Remove Existing Drain Pipes as Scheduled and Dispose, Remove Concrete Curbs, Remove Concrete Pavement for Drain Pipe Installations, Saw-cuts in Existing Pavements, Remove and Reinstall Mailboxes, Re-Grade	\$ 20,000.00	L.S.	1	\$ 20,000.00	0	\$ -	1	\$ 20,000.00
3	Erosion Control and Soil Stabilization	\$ 8,000.00	L.S.	1	\$ 8,000.00	0	\$ -	1	\$ 8,000.00
4	Cold Plane Existing Asphalt Surfaces	\$ 4.00	S.Y.	9500	\$ 38,000.00	0	\$ -	9,500	\$ 38,000.00
5	Remove Existing Unsuitable Material	\$ 10.00	C.Y.	800	\$ 8,000.00	0	\$ -	800	\$ 8,000.00
6	Select Fill Material	\$ 12.00	C.Y.	1200	\$ 14,400.00	0	\$ -	1,200	\$ 14,400.00
7	Aggregate Base Material w/ Geotextile Underlayment (For Roadway) (8" Thick) (Class II Base Course) (Crushed Stone - DGA)	\$ 20.00	S.Y.	10400	\$ 208,000.00	0	\$ -	10,400	\$ 208,000.00
8	24" Drain Pipe (Side & Cross Drains)	\$ 65.00	L.F.	550	\$ 35,750.00	-332	\$ (21,580.00)	218	\$ 14,170.00
9	Asphaltic Concrete (Leveling Course, Wearing Course, Transitions, Turnouts, Patches, Base Repairs) (2" Minimum Thick) (Includes Saw-cuts for New to Existing Joints)	\$ 105.00	Ton	1320	\$ 138,600.00	0	\$ -	1,320	\$ 138,600.00
10	Traffic Maintenance Aggregate	\$ 10.00	C.Y.	300	\$ 3,000.00	0	\$ -	300	\$ 3,000.00
11	P.C. Concrete Pavement Replacement 6" Thick with No. 4 Bars at 12" On Center	\$ 70.00	S.Y.	200	\$ 14,000.00	448.7	\$ 31,409.00	649	\$ 45,409.00
12	Gravel/Dirt Driveway Transitions (10' Average Length)	\$ 38.00	C.Y.	500	\$ 19,000.00	0	\$ -	500	\$ 19,000.00
13	White Reflective Painted Stop Bar	\$ 250.00	Each	1	\$ 250.00	0	\$ -	1	\$ 250.00
14	Manhole Top Adjustments	\$ 500.00	Each	2	\$ 1,000.00	0	\$ -	2	\$ 1,000.00
15	Project Sign	\$ 800.00	Each	1	\$ 800.00	0	\$ -	1	\$ 800.00
16	Scarify Existing Sub-grade to a Minimum Depth of 6" and Compact to 95% Standard	\$ 2.00	S.Y.	10400	\$ 20,800.00	0	\$ -	10,400	\$ 20,800.00
17	Utility Conflict Allowance	\$ 10,000.00	L.S.	1	\$ 10,000.00	0	\$ -	1	\$ 10,000.00
A1	12" RCP Drain Pipe	\$ 41.00	L.F.	0	\$ -	88	\$ 3,608.00	88	\$ 3,608.00
A2	15" RCP Drain Pipe	\$ 49.00	L.F.	0	\$ -	116	\$ 5,684.00	116	\$ 5,684.00
A3	18" RCP Drain Pipe	\$ 58.00	L.F.	0	\$ -	64	\$ 3,712.00	64	\$ 3,712.00
Total Base Bid					\$ 547,600.00		\$ 22,833.00		\$ 570,433.00

Payne asked what the \$22,000 dollars was for.

Mr. Randy LaCaze stated that the project was really just started last week and as the pre-construction inspection indicated, several changes were going to have to be made where in some areas a 24 inch pipe was specified and that it simply cannot be installed because of the elevations. So what you have is, as reflected on the change order sheet, there is a deduct of \$21,580 for 24 inch pipe. There are additional driveway tie-ends that had a larger quantity where they were saw cut further back because of the slope. That is an add of \$31,409 and the last three items, which are small items, are additional pipe sizes that were substituted for the 24 inch pipe that was the deduct at the top. So it gave you the net increase of \$22,833.

Mr. McCain asked that in addition to paving, this also includes fairly substantial drainage improvement, does it not?

Mr. LaCaze replied that to the extent that it can be improved without something of a major project like a bore under Mill Street to Cane River then they are improving and doing everything they can to fix drainage while this project is being done. Mr. LaCaze continued to state that you cannot probably cure all of the problems until you would bring some of that water back to Cane River because of the slope. The water right now is trying to go all toward the airport toward the By-Pass and there are simply no ditches as you get closer to Mill Street because elevation has tapered off to zero. And so they definitely will be improving the drainage and we hope to open up all lateral side ditches like the one that goes all the way to Chaplin's Lake, as an example, at the same time the project is going on which should help.

Mr. McCain asked if traffic will be maintained on that thoroughfare during the construction?

Mr. LaCaze responded yes and there will never be a time that they won't maintain traffic.

Ms. Morrow then asked who will monitor the project because once before we had a project going on, on the Robeline Road and they had an engineer that was supposed to be handling the project and certain amounts were committed on paper but when the project was finalized it was not completed as specified on paper as reflected on her copy of the contract on the cost. Ms. Morrow stated that she had visited with Mr. Braxton and also communicated with Mr. Pat Jones on the dollar sign but when the project went forward and the engineer had completed the job well we just didn't get quality work so she asked again, who is going to monitor this project?

Mr. LaCaze replied that the work Ms. Morrow mentioned was under the street overlay program. On the Fairgrounds Road project it is a CDBG funded project, \$400,000 dollars, the rest of the money comes out of street overlay funds from Ms. Morrow and Mr. Nielsen's budgets and the engineer of record is Norman Nassif who designed the project and has the construction observation or inspection as part of his project. So he would be the primary person who would be responsible for inspections and making sure it was done according to plans and specs.

Ms. Morrow stated that the reason she asked that question, is that we have Mr. Andrew Vallien sitting in this building tonight who lives on Collins Street and he could attest that the project was supposed to go from Alaska Street to College Manor and I'm having to spend money from my respective budget all over again on the same project on Robeline Road because the project that was scheduled to be done and the amounts of dollars that was supposed to be spent just was not done properly. Ms. Morrow stated that she knows who is going to do the project, and how much money is going to spent and just want to make sure that I am saying tonight that this project be monitored. Whoever supposed to monitor it, they need to monitor it because I think it's unfair for me to keep going to my city budget, getting money out paying an second engineer which we are going to use Mr. Smoak out here on Robeline Road to do the same project over again and with the city dollars being paid to Mr. Smoak for doing a project that an engineer previously was paid for. Ms. Morrow stated that the only thing she is asking that if we get a project and have an engineer doing the work that it be done properly and don't come back to the city to get more money to do the same project over again. And I will visit with the Mayor to say the same thing. If we're gonna send somebody out to have a job done, it needs to be monitored.

Mayor Pro Temp Mims stated that they had a guest from our sister State Mississippi and he asked Mr. Andrew Vallien to come up and introduce the guest.

Mr. Andrew Vallien introduced the State Representative, former City Council for Jackson, Mississippi, he is now State Representative Mr. Credel Calhoun, District 68, State of Mississippi and his son John. He is originally from Natchitoches.

Mr. Credel Calhoun wanted to congratulate the council. He stated we have a very normal council meeting. He stated that he was just so happy that we have such wonderful council people to take care of his home town.

Mayor Pro Temp Mims stated there is a ribbon cutting of the Grand Ecore bridge project, Tuesday, August the 23rd at 4:00 o'clock.

Mr. McCain made a motion to adjourn the meeting, Mr. Payne seconded the motion, and the meeting was adjourned at 8:09 p.m.


DON MIMS, MAYOR PRO TEMPORE